LANDLORD AND TENANT—SURRENDER BY OPERATION OF LAW.—Plaintiff leased a room in a hotel to A for a billiard room with agreement that plaintiff would cut an arch-way from the hotel bar to the billiard room. A assigned to T, who moved out because plaintiff walled up the arch-way. Plaintiff later rented the room to others. In an action by plaintiff against A to recover rent due, *held* that there had been a surrender by operation of law. *Hotel Marion Co.* v. *Waters* (Ore. 1915) 150 Pac. 865.

This decision concerns a point about which the various courts in the country are in conflict. The decided weight of authority is with the view that the landlord may, when his tenant has abandoned the premises, lease the premises to others and still hold the original tenant. *Oldewurtel* v. *Wiesenfeld,* 97 Md. 165, 54 Atl. 969; *Marshall* v. *Grosse Clothing Co.,* 184 Ill. 421; *Humiston, Keeling Co.* v. *Wheeler,* 175 Ill. 514; *Miller* v. *Benton,* 55 Conn. 529, 13 Atl. 678; *Respina* v. *Porta,* 89 Calif. 464, 26 Pac. 967; *Wolffe* v. *Wolff Bro.,* 69 Ala. 549; *Meyer* v. *Smith,* 33 Ark. 627; *Auer* v. *Penn.,* 99 Pa. St. 370; *Marseilles* v. *Kerr,* 6 Wharton 500. Several courts, however, have announced the doctrine that the landlord may lease his premises to others and hold the original tenant only when he has notified the tenant in advance that he intends to take such action and that his purpose in so doing is to reduce but not to extinguish the tenant's liability. *Alsup* v. *R. M. Banks et al.,* 68 Miss. 664, 13 L. R. A. 598; *Stein* v. *Hyman-Lewis Co.,* 95 Miss. 293; *Brown* v. *Cairns et al.,* 107 Iowa 727, 77 N. W. 478. In the case of *Rucker* v. *Tabor,* 127 Ga. 101, the court, although not expressly deciding the point, announces the above doctrine in its dictum. The New York courts alone have held to the doctrine that a "reletting" of premises to other parties will, unless prevented by agreement in writing, cause a surrender of the lease by operation of law. *Gray* v. *Kaufmann Dairy and Ice Cream Co.,* 162 N. Y. 388. The New York rule, although decidedly in the minority, seems to be supported by the better reason. Unless the first lease has somehow been put out of the way, how can the landlord be in a position to make effective lease of the same premises *in praesenti.* See II TIFFANY, LANDLORD & TENANT 1338-1341.

MASTER AND SERVANT—LIABILITY OF OWNER OF AUTOMOBILE FOR INJURIES CAUSED BY NEGLIGENCE OF THE CHAUFFEUR.—Plaintiff was injured through the negligence of a chauffeur driving a car owned by defendant; the chauffeur was at the time using the car to make a call upon a friend, contrary to directions he had received from the defendant; and had been expressly forbidden to use the automobile for his personal affairs. *Held,* that defendant was not liable. *Provo* v. *Conrad* (Minn. 1915), 153 N. W. 753.

The rule adopted by the Minnesota court is in harmony with that of nearly all the states where the question has arisen. The primary inquiry centers around the question of whether, at the time complained of, the chauffeur was pursuing the master's work. *2 Ruling Case Law* 1198. When the chauffeur is under the owner's orders, and is acting in substantial compliance with them, the owner is liable for injuries caused by the chauffeur's negligence. *Ritchie* v. *Waller,* 63 Conn. 155, 28 Atl. 29. Efforts have been made in some states to